SUPREME COURT OF THE UNITED STATES.

DECEMBER TERM, 1853.—No. 12.

THE UNITED STATES

vs.

JOSEPH MARCEL DUCROS, LOUIS ALFRED DUCROS AND LOUIS TOUTANT BEAUREGARD.

Translation of Spanish and French Documents.

GRANT TO MADAME MARIE GASTON, BY D'ABBADIE, MARCH 2, 1764.

Jean Jacques Blaise D'Abbadie, Director General, Commandant of the King in Louisiana.

On the application which Mr. Hardy de Boisblanc, charged with the management of the affairs of Madame Marie Gaston, widow of the late M. de Rochemore, heretofore Intendant of the King in this colony, has made to us to grant to the said lady all the land in the rear of her estate, running towards the lake; the said estate having a front of sixteen arpents on the river St. Louis or Mississippi, about four leagues below, and on the same side, as this city, bounded by the estate of Mr. Oliver de Vezin and Cominada; we, having seen what is set forth in the petition of the said Mr. Hardy de Boisblanc, and the certificate of Mr. Amelot, engineer in this colony, and in virtue of the power given to us by the King, have granted and do grant by these presents to Madame Marie Gaston, widow of the late Mr. de Rochemore, all the depth which may be found for the said estate, beyond the forty ordinary arpents, upon the same breadth of sixteen arpents, as far as the said lake; to be by the said lady and her heirs or legal representatives enjoyed and disposed of in full property and usufruct, as an estate belonging to her, on the conditions set forth in the said certificate, and with the obligation to pay for this part, as for that which she possesses, the signeurial dues, if any be hereafter established in this colony. We also reserve thereof for His Majesty, all and every timber necessary for the construction of forts, magazines, and other works, which he has ordered, or may hereafter order, likewise for the careening and repairing of vessels, whenever

and as often as need shall be thereof, also the ground necessary for royal roads and fortifications. As to the rhumb lines which are to limit the said depth, they shall be regulated by land marks which shall be fixed for that purpose, of which a procès verbal shall be drawn up and annexed to these presents, after they shall have been registered in our registry of grants.

Given at New Orleans under the seals of our arms and countersigns of our Secretary, the 2d of March, 1764.

Signed: D'ABBADIE,
Countersigned: DUVERGE.

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5. *Extracts (Span.) from records of years* 1792 *and* 1799.

1792, Fo. 8.—Let an inventory be taken of all the property left by the deceased Regidor, Alcalde, Mayor and Provincial Don Luis Toutant Beauregard, in the presence of the Senor Doctor Don Nicholas Maria Vidal, lieutenant governor, auditor of war of this province, and assessor general of the government, to be commenced on Monday the 18th of this month, with a previous citation of parties interested.

Fo. 94.—Item, another plantation, on which the deceased resided, situated on the same side as the city, and about four leagues below it, having a front of sixteen arpents more or less, and extending in depth to the lake, upon which there is a —— mill for sawing timber, and a principal house, thirty feet square, planked above and below, and roofed with shingles. A store-house with stone foundation, and floored with plank, &c.

Fol. 320.—In the city of New Orleans, on the sixteenth of the month of November, 1793. The Sr. Don Francisco Luis Hector, Baron of Carondelet, Knight of the order of St. John, Colonel of the royal armies, Governor, Intendant General, and royal Vice-patron of this province of Louisiana and West Florida, and Inspector of the veteran troops and militia therein, on the part of His Majesty, having seen this record of the proceedings had on the demise of Don Louis Toutant Beauregard, formerly a resident, regidor, alcalde, mayor and provincial of this city, with respect to the inventory and appraisement of his property, together with the claims to said property preferred by Donna Magdalena Cartier, widow of the deceased Don Santiago Toutant Beauregard, father of Don Luis, and others, the children and legitimate heirs of the former, for the purpose of having an account rendered of the administration by the said Don Santiago of the estate of his father, of which he took charge, upon the death of the latter, by an arrangement and agreement made with the said Donna Magdalena Cartier, his mother; his honor decided, that, inasmuch as no objection had been made to the inventories, &c.

Fol. 326.—And for the security of both parties, let a public instrument of writing be formally executed, with an express and special hypothecation of the goods inventoried on the demise of the said Don Louis Toutant Beauregard, in the mode and form stipulated, in-

serting therein the petition of agreement and contract, together with this decree, in which will be considered as enumerated in the same manner as if specifically set forth, all the clauses and conditions contained therein, so that in conformity with what they have agreed and promised, neither now, nor at any time hereafter, shall either of the parties interested institute a claim under any pretext, against the other; in attestation of which they shall all sign the said instrument, which shall be drawn up in conformity with this and other requirements mentioned; and which his honor commanded and directed, that a legalized copy should be inserted on the record of the proceedings, for the information of all, and a note made thereof in the book of gaurdianship by me, the present notary of the government and of the illustrious Cabildo, and a note made also in the register of hypothecations as is required, and that the legitimate parties be furnished with certified copies thereof for their protection and maintenance of their respective rights, a citation being served, as is directed, upon the said widow Donna Magdalena Cartier, to present herself therewith to the Senor Judge in the cause originating in the death of her deceased husband, Don Santiago Toutant Beauregard, in order that the said cause may be understood as concluded and terminated in virtue of the agreement among all the parties interested, and also concluded and terminated the present cause, growing out of the demise of Don Louis Toutant Beauregard, on account of the connection between the two causes: and further, that inasmuch as all the property passes into the possession of the said Donna Magdalena, the costs of the cause will be paid by her, for which purpose they will be taxed by Don Louis Liotan, upon his agreeing thereto and being duly sworn, without including the fees for the presence and counsel of the Sr. Lieutenant Governor, who has advised in the case, which he remits through favor to the parties interested. And by this, his decree, thus orders, directs and affirms the Senor Doctor Don Nicholas Maria Vidal, Lieutenant Governor and Auditor of War of this said province, and Assessor General of its Government on the part of His Majesty, who also subscribed, as is attested by me, the undersigned notary.

The BARON DE CARONDELET,
NICHOLAS MA. VIDAL.

Before me, PEDRO PEDESCLAUX, *Not. Pub.*

Second Document 1799.

Fol. 10.—In the city of New Orleans, on the 11th of November, 1799, being in the house of the deceased Donna Magdalena Cartier, who was the widow of Don Santiago Beauregard, in order to proceed to the inventory and appraisement of all the property left by the deceased at the instance of Don Elias Beauregard, of Don Juan Bautista Broset Beauregard, executors, holders of the property, children and heirs of the deceased, in the presence of Don Joseph Wills, representing Don Victoria Ducros, widow of Don Luis Toutant

Beauregard, in the name of her three children, minors, of Don Santiago Dreux, representing Don Guido Dreux, his father, and the latter in the name of Donna Maria Cesaria and Don Santiago Dreux, children of the said Don Guido and of Donna Palagia Beauregard, deceased, and with the assistance of Don Antonio Boudousquie and Don Alexio Lesassier, appraisers nominated by the parties interested, who having accepted the trust, sworn by God and the Cross, according to law, to discharge faithfully their duties, before me the present royal notary, it was executed in the form following: &c.

Fol. 25.—Item, a plantation of sixteen arpents or somewhat more of land extending back to the lake, situated four leagues below on this river, with a mill for boards, a small house, a storehouse, poultry house and cabins for negroes, adjoining on one side to Don Juan Baptista Riviere, and in the other to Don Luis Bromier Declouet, valued with the iron work tools and utensils of said mill at ten thousand dollars.

Fol. 27.—Whereupon there being no further property belonging to this inheritance to inventory, the proceeding was concluded, and the whole remained in the charge of the said Don Elias and Don Juan Bautista Beauregard, and they signed it with the parties interested and the experts, which I the royal notary attest.

ELIAS BEAUREGARD,
BTE. BEAUREGARD,
JOSEPH WILTZ,
GUY DREUX,
ANTO. BOUDOUSQUIE,
A. LESASSIER.

Before me, ESTEBAN X. QUINONES, *Royal Notary.*

Pub. Sale, Fol. 129.—In the city of New Orleans, on the 10th of December, 1800. I, the undersigned, in virtue of the commission given to me, being in the piazza of the capitular house of this city for the purpose of the public sale announced, in the presence of Don Pedro Maria Argot, representing Donna Victoria Ducros, of Don Joseph de Toca, representing Don Elias and Don Bautista Beauregard, and of Don Andres Fernandez, representing the Depositary General, the fourth proclamation of public sale was had, and by the voice of the public crier, Francisco Powana, it was proclaimed, saying:

Whosoever desires to bid for a plantation, being part of the property left by Donna Magdalena Cartier, deceased, of about sixteen arpents or somewhat more of land in front and extending back to the lake, situated four leagues below on the river, with a mill for boards, a small house, store house, poultry houses and cabins for negroes, adjoining on one side to Don Juan Bta. Riviere, and on the other to Don Luis Bronier Declouet, together with the iron work, tools and utensils of said mill, let him appear and his bid in cash if in advance of the bids of yesterday evening will be received. Whereupon appeared Don Juan Bta. Lille Sarpy and bid for the said plantation the sum

of two thousand dollars, which bid was received and ordered to be cried, and having been repeated by the said crier, then appeared Don Juan Bta. Riviere and bid one thousand dollars more, which bid was received and ordered to be cried, which being done, appeared Don Pedro Marin and bid three hundred dollars more, stating that he made the bid in behalf of Donna Victoria Ducros, which was received and ordered to be cried, and by the said crier it was proclaimed, saying, three thousand and three hundred dollars are bid for the said plantation with all its appurtenances; if any one wishes to increase the bid, let him appear, as it will now be knocked down to a higher bidder; I give warning once, twice, the third time, it is good and valid; as no one out-bids or gives more than the said three thousand and three hundred dollars cash, much, much, much good may it do the bidder. Whereupon the said public sale was effected to the said Don Pedro Marin in behalf of the said Donna Victoria Ducros, who obligated herself in due form to comply with its conditions.

In like manner was put np at public auction Negro Tom, about thirty-five, with a rupture; and after he had been cried, the said Don Pedro Marin, appeared and bid for him, in behalf of the said Donna Victoria Ducros, the sum of four hundred and fifty dollars, and as the best bidder he was knocked down to him at that sum for the said lady; whereupon the said public sale was effected to the said Don Pedro Marin, for the said Donna Victoria Ducros, who obligated herself to comply with its provisions in like manner, and signed with the other parties interested, to which I the notary certify.

(Signed) PEDRO MARIN,
ANDREAS FERNANDEZ,
JOSEPH DE TOCA.

Before me, PEDRO PEDESCLAUX, *Not. Pub.*

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6. *Sale of land by Madame the widow of Louis Toutant Beauregard, to Mr. Rodolphe Jph. Ducros.*

Be it known, that I, Donna Victoria Ducros, widow of the Chevalier Regidor Don Louis Toutant Beauregard, residing in this city, hereby acknowledge that I sell really and effectively to the Chevalier Regidor and Depositary General, Don Joseph Rodolph Ducros, of this city, to wit: the one half of a plantation contained within seventeen and a half arpents of front, and of the ordinary depth of forty, with all the advantages and improvements which may be found on said plantation proper for its cultivation and rightfully belonging to it, without any exception whatever, the same being situated about four leagues from this city, down the river, and on this side, adjoining on the upper part the plantation of Mr. Veriere, and on the lower, that of Don Louis de Clouet, and belonging to me by purchase at public auction of the property of my mother in law, Donna Magdalena Cartier, widow of Toutant Beauregard, in conformity with the decree

of inventory of her property passed before Don Pedro Pedesclaux three years ago, and I sell the one half of said plantation to my said brother Don Rodolfo, Jose Ducros, with all its inlets and outlets and privileges and appurtenances belonging to it, free of all incumbrance, for the sum of one thousand six hundred and fifty dollars, which I have received from the purchaser in cash, which I acknowledge to have been delivered in comformity with my will, and renounce all right to question said payment in any manner, and hereby grant formal receipt; in consequence whereof I alienate the property, possession, use, control and other real and personal claims which I had in said half of the plantation, which I cede and transfer to the purchaser and his legal representatives in order that he may as his own possess or alienate it at his will, by this instrument of writing which I grant as proof of actual delivery, and which is evidence of his having acquired possession without the necessity of any other proof, of which I relieve him: and I obligate myself to make good this sale in sufficient form, or as may be most proper, with my property now or hereafter belonging to me: I empower his majesty's justices or tribunals to compel me to its fulfilment, as of a sentence agreed to, and passed in a cause adjudicated, whereto I renounce all laws, rights and privileges in my favor, all in due form of law, and I, the said Regidor and Depositary General Don Rodolfo Jose Ducros, being present, accept this instrument of writing, and receive as purchased the one half of the said plantation, in conformity with the terms of sale to me, acknowledge the delivery and grant formal receipt.

In testimony whereof it is done in this city of New Orleans, on the first of February, 1802: I the Notary certify that I know the parties to the instrument, who thus said and signed in the presence of Don Louis Liotan, Don Andres Fernandez, and Don Santiago Filipe Guinault, residents and witnesses.

(Signed.) VICTOIRE DUCROS,
RPH. JPH. DUCROS,

Before me, CABLOS XIMENES, *Notary.*

A true copy, New Orleans, June 15th, 1832.
OCTAVE DE ARMAS,
Notary Public.

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7. *Partition between Ducros, widow Beauregard, and R. Jh. Ducros.*

Before us, Narcisse Brontin, duly commissioned and authorized notary public for the city and parish of New Orleans, there residing, and the witnesses hereinafter named,

Were present Madame Victoire Marie Ducros, widow of Louis Toutant Beauregard, and Mr. Rodolphe Joseph Ducros, both proprietors residing in this parish.

Who have said and declared that in order to make a partition between them of their joint property in a plantation of eighteen ar-

pents, more or less, in front, by forty arpents in depth, with the double concession of one and a half, situated three leagues and three fourths below and on the same side with this city, bounded on the upper part by the land of Mr. Philippon, and on the lower by the land of Mr. Valery Delassize, they have made the partition amicably in the following manner.

The one half of said plantation consisting of nine arpents in front, more or less, upon which are erected all the buildings, such as the principal house, store-house, kitchen, hospital, sugar-house, fowl-house, and thirteen cabins for negroes, adjoining to Mr. Philippon on the upper part, shall belong to and be the property of Madame Victoire Marie Ducros, widow of Louis Toutant Beauregard, and the other half in the part below, containing equally nine arpents in front, more or less, upon which there are no buildings, shall belong to, and be the property of Mr. Rodolphe Joseph Ducros.

The said proprietors shall enjoy from this day, separately, the part and portion which is herein assigned to him or her, with its respective depth, and furthermore, in conformity with a plan which the said proprietors obligate themselves to draw up whenever either requires it to be done, they shall do with and dispose of their respective portions, as with property belonging to them, in full ownership, in virtue of these presents.

And inasmuch as the portion assigned to Madame the widow Toutant Beauregard, comprises all the buildings hereinbefore mentioned, which the parties have also amicably between them valued at the sum of seven thousand dollars, which amounts for the moiety coming to Mr. Ducros to the sum of three thousand five hundred dollars, the said Madame widow Toutant Beauregard obligates herself by these presents to pay the said sum of three thousand five hundred dollars at the end of May, in the coming year, 1811, to the said Sieur Rodolphe Joseph Ducros, by way of boot and indemnity, to compensate him for the greater value of her portion.

And on the foregoing conditions, the said parties reciprocally and respectively transfer to each other all the rights of property which they have in said plantation, to the extent of their respective moieties, of which they respectively disseize themselves, and the said parties further consent each for him or herself that the said Sieur Rodolphe Joseph Ducros and Madame widow Toutant Beauregard be seized and put in possession of the moiety hereinbefore assigned to him or her.

The titles of the property in the said plantation remain in the possession of Mr. Ducros, who obligates himself to transfer and communicate them to Madame the widow Toutant Beauregard, his sister, whenever she may have need of, and require them. Recorded, done and passed at New Orleans, in the office of us the Notary, the ninth day of July, in the year 1800, and of American Independence, the 35th, in the presence of Messrs. Pierre François Simon Godefrey and Cy. Leroux, both qualified witnesses, residing in this city, who

have signed, as well as the parties appearing, with us the Notary, after the instrument had been read.

(The minute is signed) VICTOR DUCROS,
WIDOW TOUTANT,
RPH. JPH. DUCROS,
GODEFROY,
CY. LEROUX,
NARCISSUS BRONTIN,
Notary Public.

Signed, WM. CHRISTY, *Not. Pub.*

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8. *Extract of an act of partition between Madame Lucie de Reggio, Widow Ducros, and the heirs Ducros.*

This day, the 21st of April in the year 1828, and the 52d of the Independence of the U. S. of America,

Before Louis T. Caire, Notary Public in and for the city and parish of New Orleans, duly commissioned and sworn, and in the presence of the witnesses hereinafter mentioned and undersigned,

Were present and personally appeared Mr. Rodolph Joseph Ducros, on the one part; Edouard Marie Ducros, on the one part; Pierre Adolphe Ducros on the one part; Joseph Marcel Ducros, on the one part: and Mr. Louis Alfred Ducros, on the one part, all five proprietors and residing in the parish of St. Bernard, in this State, and Madame Lucie de Reggio, widow and tenant in common of the estate of the late Sieur Rodolph Joseph Ducros, residing in this city, on the other part.

The said Sieurs Rodolph Joseph Ducros, Edward Marie Ducros, Pierre Adolphe Ducros, Joseph Marcel Ducros, and Louis Alfred Ducros, all five full brothers and heirs each of a sixth part of the estate of the deceased Rodolph Joseph Ducros, their father, the said Sieur Joseph Marcel Ducros, proprietor also of all the rights of the Sieur Antoine Ducros, his full brother in the estate of the deceased Sieur Rodolph Joseph Ducros, his father, of which he was also the heir to one sixth, as it appears from an act of sale reported by Christoval de Armas, Notary Public in this city, dated the 18th of April, 1826.

The actual property of the estate consists: Article 1st, of a sugar plantation in the parish of St. Bernard, about four leagues below this city and on the same bank of the river Mississippi; bounded on the upper side by the property of Mr. Louis Toutant Beauregard, and on the lower side by that belonging to the heirs Poydras, having a front of ten arpents, more or less, by a depth of forty arpents or more if it be found; the lower boundary running north eighty six degrees and thirty minutes east by the compass, the variation north being eight degrees and thirty four minutes east, and the upper boundary running north seventy four degrees by the compass; which gives the said plantation an opening, in the depth of twelve degrees and a half. And all the rights of the said deceased Sieur Rodolph Joseph Ducros, to the

double grant (of a league and a half) of the said land, such as these rights now actually are held and prosecuted, without any exception or reservation, with all the buildings, improvements, privileges, circumstances, dependencies, animals, tools, farming implements, utensils, and in a word all movables of whatever discription, which may be found on the said plantation and which may belong to the estate of the deceased Sieur Rodolph Joseph Ducros, the whole valued at the sum of fifty thousand dollars.

ABANDONMENT.

The Sieur Edouard Marie Ducros.

In order to furnish the said Sieur Edouard Marie Ducros with the nine thousand dollars coming to him from the said estate of the deceased Sieur Rodolph Joseph Ducros, the said Sieurs Rodolph Joseph Ducros, Pierre Adolphe Ducros, Joseph Marcel Ducros, Louis Alfred Ducros, and the said Madame Lucie de Reggio, widow Ducros, cede, make over and abandon to him, under the ordinary guaranty between co-parceners, which is accepted by the said Sieur Edouard Marie Ducros.

Article 1.—For the sum of twenty five thousand dollars, the undivided half of the sugar plantation situated in the parish of St. Bernard, about four leagues below this city, and on the same bank of the river Mississippi, bounded on the upper side by the property of Mr. Louis Toutant Beauregard, and on the lower side by that belonging to the heirs Poydras, and more fully described in the first article of the actual property, of which it makes part, and the undivided half of all the articles also comprised in the said first article of the actual property—this $25,000.

The Sieur Louis Alfred Ducros.

In order to furnish the said Sieur Louis Alfred Ducros, with the nine thousand dollars coming to him from the said estate of the deceased Sieur Rodolph Joseph Ducros, the said Sieurs Rodolph Joseph Ducros, Edouard Marie Ducros, Pierre Adolphe Ducros, Joseph Marcel Ducros, and the said Madame Lucie de Reggio, widow Ducros, cede, make over, and abandon to him, under the ordinary guaranty among co-partners, which has been accepted by the said Louis Alfred Ducros.

Article 1.—For the sum of twelve thousand five hundred dollars, the undivided fourth part of the sugar plantation, situated in the parish of St. Bernard, about four leagues below this city and on the same bank of the river Mississippi, bounded on the upper side by the property of Mr. Louis Toutant Beauregard, and on the lower side by that belonging to the heirs Poydras, and more fully described in the first article of the actual property, of which it makes part; and an undivided fourth part of all the articles also comprised in the said first article of the actual property—this $12,500.

The Sieur Joseph Marcel Ducros.

In order to furnish the said Sieur Joseph Marcel Ducros with the eighteen thousand dollars coming to him from the estate of the deceased Sieur Rodolph Joseph Ducros, the said Sieurs Rodolph Joseph Ducros, Edouard Marie Ducros, Pierre Adolphe Ducros, Louis Alfred Ducros, and the said Madame Lucie de Reggio, widow Ducros, cede, make over and abandon to him, under the ordinary guaranty among copartners, which is accepted by the said Sieur Joseph Marcel Ducros.

Article 1. For the sum of twelve thousand five hundred dollars, the other undivided fourth part of the sugar plantation, situated in the parish of St. Bernard, about four leagues below this city and on the same bank of the Mississippi river, bounded on the upper side by the property of Mr. Louis Toutant Beauregard, and on the lower side by that belonging to the heirs Poydras, and more fully described in the first article of the actual property, of which it makes part; and the other undivided fourth part of all the articles also comprised in the said first article of the property— this $12,500.

Recorded, done, and passed in office at New Orleans, the day, month, and year above set forth, in the presence of Louis Charles Ducantel and Jose Antonio Bermudez, qualified witnesses residing in this city, who have signed with all the contracting parties, and me the notary, the instrument having been first read.

Signed, JH. MARCEL DUCROS,
L. REGGIO, Widow Ducros,
LS. ALFRED DUCROS,
PRE. APHE. DUCROS,
EDOURARD H. DUCROS,
RODOLPH J. DUCROS,
CHARLES DURCANTEL,
J. ANTONIO BERMUDEZ,
LOUIS T. CAIRE, *Notary Public.*

[SEAL.] A true copy, New Orleans, May 16, 1849.
LOUIS T. CAIRE, *Notary Public.*

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9. *Sale of Property by Mr. Alfred Ducros to Mr. Jos. Mel. Ducros.*

Before Adolphe Mazureau, Notary Public, duly commissioned for the city and parish of New Orleans, there residing, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Mr. Louis Alfred Ducros, residing in this city, who has by these presents sold, ceded and transferred, under all the guarantees of law,

To Mr. Joseph Marcel Ducros, residing in the parish of St. Bernard, in this state, here present and accepting, purchasing for himself and legal representatives, his fourth undivided part which (according to the act of partition made between the heirs of the deceased Rodolph Joseph Ducros and his widow, on the 21st of April, 1828, as reported by

389.

Louis T. Caire, Notary,) belongs to him in the plantation and its dependencies, and the slaves hereinafter mentioned, to wit:

1st. A sugar plantation situated in the said parish of St. Bernard, about four leagues from the city of New Orleans, measuring about ten arpents in front on the river Mississippi, by about forty arpents more or less in depth, bounded on the upper side by the plantation of Mr. Louis Toutant Beauregard, and on the lower side by the plantation of Mr. Guy Princhard, together with all the buildings, erections and dependencies there being, without any exception or reservation.

2d. The rights which the said vendor has or may have to the cypress woods situated in the rear of the said plantation.

3d. All the horses, flocks, and animals, as well as all the moveable effects, farming implements, utensils and other articles belonging to the said plantation.

4th. And the twenty-two slaves following, to wit; Narcisse, 41 years old; Mary, 18 years; Hector, 26 years; Cato, 45 years; Clora, 25 years; François, 47 years; Ben, 37 years; Tom, 37 years; Sylvie Rouge, 48 years; Celina, 24 years; Sally, 40 years; Maria, 15 years; Louis, 8 years; John, 26 years; Julie, 33 years; Louise, 11 years; Constance, 9 years; Sally Rouge, 22 years; Charles, 30 years; Joseph, 50 years; Abner, 45 years; and Elizabeth or Betsey, 23 years.

5th. And further, the said Sieur Louis Alfred Ducros, declares that he sells to the said Marcel Ducros, who accepts, one hundred shares in the capital stock of the Union Bank of Louisiana, of one hundred dollars each, amounting together to the sum of ten thousand dollars, and which are secured by mortgage upon the plantation and slaves above described.

The fourth part, now sold, of the plantation and slaves above described, belongs to the said Sieur Louis Alfred Ducros, as has already been stated, in virtue of the act of partition made on the 21st of April, 1828, between the heirs of the deceased Sieur Rodolph Joseph Ducros, and his widow, as appears from the act reported by the said Louis T. Caire, notary.

The present sale is made by and for the sum of twelve thousand six hundred and sixty dollars and thirty cents payable, to wit; five thousand dollars at the Union Bank of Louisiana, the 1st of March, 1834, which is the fourth part of a loan made at the said Union Bank of Louisiana, in virtue of a mortgage executed in this office on the 21st of January, 1833; and for the balance, which amounts to $7,660. 30, payable one fourth in the month of March, 1835, one fourth in the month of March, 1836, one fourth in the month of March, 1837, and one fourth in the month of March, 1838; which gives the sum of $1 914 92½ for the first term and $1,915.12½ for each of the three other terms, with notes to the order of the vendor, by whom they are endorsed, and bearing interest at the rate of five per cent. per annum, to be reckoned from the 15th of

February, 1834, and payable at the counter of the Union Bank at New Orleans, which interest amounts to the sum of $99.62½ for the year 1835; to the sum of $203.48 for the year 1836; to the sum of $291.23½ for the year 1837; and to the sum of $394.90 for the year 1838; in consequence whereof the said Sieur Joseph Marcel Ducros, obligates himself, by these presents, to pay at the Union Bank at New Orleans, the sum of $5,000 on the 1st of March, 1834; and for the balance $17,660.30, with the interest above fixed at the rate of five per centum per annum to be added to the capital, the said Sieur Joseph Marcel Ducros, has here and now produced the four following notes, in which are comprised and added the amounts of interest at the rate of five per cent, to wit, a note signed the 15th of February, 1834, to the order of the said Sieur Louis Alfred Ducros, and by him endorsed, for the sum of, $2,014.65 payable in the month of March, 1835, at the counter of the Union Bank at New Orleans; a note for the sum $2,206.36, by the said purchaser signed, to the order of the vendor, and by him endorsed, the 15th day of February, 1834, and payable in the month of May, 1837, at the counter of the Union Bank at New Orleans; and a note for the sum of $2,310.10½ signed by the purchaser, the said 15th day of February, 1834, to the order of the Sieur Louis Alfred Ducros, by whom it is endorsed, and payable in the month of March, 1838, at the counter of the Union Bank at New Orleans; which said four notes amount, capital and interest, to the sum of $8,649.72, and have been delivered to the Sieur Louis Alfred Ducros, who accepts them, with a renunciation of all privilege and hypothecation which might result from the presents in his favor.

In consideration of the foregoing the vendor cedes and transfers to the purchaser all the rights of property, of warranty and others which he has or might have in the one fourth part of the property above described, as well as in the one hundred shares of the Union Bank of Louisiana, here and now sold, to be by the said Sieur Joseph Marcel Ducros enjoyed and disposed of in full property. From a certificate of the judge of the parish of St. Bernard, dated the 19th of February last, and annexed for reference to an act of that date recording a sale of the estate of the deceased Edouard Marie Ducros to the Sieur Louis Alfred Ducros, it appears that there is no other mortgage on the property above described, and of which the fourth part is sold by these presents, and that in the name of him the said Sieur Louis Alfred Ducros, Edouard Marie Ducros, than that which they jointly executed in favor of the said Union Bank of Louisiana, as security for fifty-two thousand five hundred dollars, the amount of five hundred and twenty-five shares; and of the mortgage, in so far as it concerns the present sale, the said Sieur Joseph Marcel Ducros takes the reversion, to the extent of the one hundred shares which are herein sold to him, making the sum of ten thousand dollars.

Wherefore, the said vendor declares that having sold and transferred to the said Sieur Joseph Marcel Ducros, the aforesaid hundred shares of the Union Bank of Louisiana, he desires and understands

890.

that the said hundred shares, which now stand in his name on the books of the said Bank, shall be entered in the name of the said sieur Joseph Marcel Ducros, so that he may enjoy, control and dispose of any profit, privilege or advantage whatsoever accruing therefrom, the same being accepted.

And at these presents personally appeared and took part Madame Michaela de Armas, wife of the Sieur Louis Alfred Ducros, and by him duly assisted and authorised, who after having had information and recital of the preceding act of sale, has declared to the undersigned notary that it is her intention to renounce in favor of the Sieur Joseph Marcel Ducros, his heirs and legal representatives, the hypothecations and privileges which she has or may have: 1st. In the fourth part of the plantation and slaves above described. 2d. To the hundred shares herein sold by her husband. Whereupon the undersigned duly informed her that, according to the laws of this State, the wife has a tacit mortgage or lien on the real estate of her husband. 1st. For the restitution of her dower, or restitution of the property which she brought at the time of her marriage. 2d. For the restitution or replacement of dotal property which she may have acquired during her marriage, whether by inheritance or donation. 3d. For indemnity for the debts which she may have contracted with her husband, as well as for the replacement of paraphernal property alienated. 4th. And as security for the obligation imposed on the husband, in case such property shall have been alienated by the wife by his authority, and he shall have received the price or otherwise profited by it.

And the said Madame Ls. Alfred Ducros, acknowledging herself perfectly instructed as to the rights which the law gives her in the property of her husband, has said and declared that she nevertheless persists in the intention above expressed by her, and that, of her own full choice and free will, she formally renounces, by these presents, all hypothecation inscribed, legal or tacit, and all privileges and other rights which the laws give and may give her. 1st. To the fourth part herein sold of the plantation and slaves above described. 2d. To the hundred shares sold by her said husband to the Sieur Joseph Marcel Ducros, whether said rights were acquired by dower, paraphernal property or otherwise, and that she cedes and transfers all said rights to the purchaser, his heirs and legal representatives.

Recorded, done and passed at New Orleans, in the office this 28th day of February, in the year 1834, in presence of the Sieurs Gustave de Hebecourt and Christoval Morel, both qualified witnesses, and residing in this city, who have signed the present with the parties appearing and the notary, the instrument having been previously read.

Signed, LOUIS ALFRED DUCROS,
JH. MARCEL DUCROS,
MICHAELA DE ARMAS,
CHRISTOVAL MOREL,
G. D'HÉBÉCOURT,
A. MAZUREAU, *Notary Public.*

Registered in my office in Liber 15, pages 45 and 46. New Orleans, April 8, 1834.

Signed, ANTONIO DUCROS,

[SEAL.] *Reg. of Conveyances.*

STATE OF LOUISIANA,
Parish St. Bernard.

I certify that the present act of sale has this day been recorded in my office, in book 16, pages 78, 79, 80, 81, 82, 83 and 84 of notarial acts; and in book 6, pages 96, 97, 98, 99, 100, 101 and 102 of mortgages.

Parish of St. Bernard, the 10th May, 1834.

[Seal] Signed OCTAVE S. ROUSSEAU, Judge.

STATE OF LOUISIANA,
Parish of St. Bernard.

I, the undersigned Judge of the Parish, and ex officio registrar of mortgages in and for the Parish of St. Bernard, certify that the registers do not show any other mortgages inscribed on the slaves mentioned in this act, than that contained in this act in favor of the Union Bank of Louisiana.

Parish of St. Bernard, May 9, 1834.

(SEAL.) (Signed,) OCTAVE S. ROUSSEAU, Judge.

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10. *Partition between the heirs Ducros.*

Registered in my office in book 16, pages 58 to 65.

New Orleans, April 8, 1834.

(Signed, ANTONIO DUCROS,

(SEAL.) *Reg. of Conveyances.*

STATE OF LOUISIANA,
New Orleans.

Before Adolphe Mazureau, Notary Public, duly commissioned for the City and Parish of New Orleans, there residing, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Mr. Joseph Marcel Ducros, residing in the Parish of St. Bernard, acting for these presents in his capacity of testamentary executor of the late Sieur Edouard Marie Ducros, deceased, in this city, of the first part; Mr. Etienne Armand Cannon, advocate, residing in this city, acting for these presents in his capacity of duly empowered attorney, 1st of Madame Aminte Dalcour, widow of the deceased Edouard Marie Ducros, of the Parish of St. Bernard, in her name personally by reason of the community of goods existing between her and her said deceased husband, and also as naturally guardian of her two minor daughters Adelaide and Sophie Ducros; 2d, and of Madame Elise Ducros, of age, wife of John Watkins, of the Parish of St. James, the said Madame Watkins and said Misses Adelaide and Sophie Ducros, each heir of one-fourth of the estate of the said de-

ceased Sieur Edouard Marie Ducros; the said Sieur Etienne Amand Cannon, acting in these capacities, in virtue of a power of attorney executed before Louis T. Caire, notary, dated the 20th of December, 1833, of the second part,

And Madame Margarite Aminte Ducros; of age, wife of the said Sieur Etienne Canon, and by him duly assisted and authorized; the said lady residing in this city, and acting for these presents in her capacity of heir of one-fourth part of the estate of the said deceased Sieur Edouard Marie Ducros, of the third and last part.

Which parties appearing in their said capacities, have, by these presents, declared that, in conformity with an order of the honorable probate court of the Parish of St. Bernard, rendered by the advice and with the consent of a family counsel for the minors, Adelaide and Sophie Ducros, and advising the sale, with the consent of all the parties interested in the property hereinafter described, whereof a moiety only belongs to the estate of the said deceased Sieur Edouard Marie Ducros, a fourth part to Mr. Louis Alfred Ducros, and a fourth part to the Sieur Joseph Marcel Ducros, and after the publications required by law, they caused to be exposed at public sale, by Octave P. Rousseau, Parish Judge for the said Parish of St. Bernard, and ex-officio Judge of the probate court, the plantation, slaves, shares of stock and other property hereinafter described and designated. That at the said public sale, Mr. Joseph Marcel Ducros acquired by adjudication (award to him as highest bidder,) the fourth part which belongs to him of the said property, and the moiety belonging to the estate of the deceased Sieur Edouard Marie Ducros, that the whole was adjudicated for the sum of $50,642, that is to say the sum of $12,880.50 for the fourth which belongs to the said Sieur Joseph Marcel Ducros, and for which he is bound by adjudication, as has been said, a like sum of $12,880.50 for the fourth belonging to the said Sieur Louis Alfred Ducros, and for which he also is bound by adjudication; and the sum of $25,321 for the half belonging to the estate of the said deceased Sieur Edouard Marie Ducros, of the plantation, slaves, and for which said sum of $25,321 the said Sieur Louis Alfred Ducros is bound by adjudication, as stated above.

That the conditions of the said sale were that the purchaser should obligate himself to pay to the Union Bank of Louisiana, in satisfaction of the price of adjudication, the sum of $20,000 due from the said deceased Sieur Edouard Marie Ducros, and now from his estate, from the said Sieur Louis Alfred Ducros and the Sieur Joseph Marcel Ducros, the 1st of March, 1834, for a loan of the like amount made to them on the credit of their shares in the capital stock of the said Bank, and that the balance of the amount of adjudication shall be paid, one fourth in the month of March, 1835, one fourth in the month of March, 1836, one fourth in the month of March, 1837, and one fourth in the month of March, 1838, in notes with coupons, endorsed to the satisfaction of the testamentary executor of the said

estate, bearing interest at the rate of five per cent. per annum, to be reckoned from the day of said adjudication to the date of payment in full, payable at the counter of the Union Bank at New Orleans, and secured by mortgage on the property hereinafter described, as well for the capital as for the interest, the said notes if not punctually paid when due to bear an interest of ten per cent. from the time of their maturity until final payment.—That the purchaser will take the reversion of the mortgage executed in favor of the Union Bank of Louisiana, to secure the amount of said shares as well as payment of the sums loaned on the credit of said shares, that the purchaser will obligate himself to furnish additional security to guaranty the four hundred shares sold to him, and to which, by an act executed in this office on the 20th of January, 1833, the Sieurs Joseph Marcel Ducros, Louis Alfred Ducros, and the said deceased Sieur Edouard Marie Ducros, have right, the two first to one-fourth each, the latter to one-half; and that the purchaser will have release of the mortgage existing in favor of the said Union Bank as security for the said four hundred shares, only so far as the said mortgage includes sixteen slaves who are not comprised in the number of slaves sold: the whole in conformity with the terms of the adjudication by the said parish judge and ex-officio judge of the probate court of the said parish of St. Bernard, dated the 15th of February, 1834, and hereto annexed for reference.

In consequence the said appearers, male and female, in their said capacities, declare that they have sold, ceded and transferred, and in fact by these presents do sell, cede and transfer, under all the guarantees of law,

To Mr. Louis Alfred Ducros, residing in the city, here present and excepting, purchasing for himself and legal representatives, the undivided half of the plantation, slaves, shares and other property herein described, to wit:

1st. A sugar plantation, situated in the said parish of St. Bernard, about four leagues from this city of New Orleans, measuring about ten arpents in front on the river Mississippi, by forty arpents, more or less, in depth, bounded on the upper side by the plantation of Mr. Louis Toutant Beauregard, and on the lower side by the plantation of Mr. Guy Richard, together with the buildings, erections, improvements and other circumstances and dependencies, which may be found on the said plantation, or which may in any manner appertain to it, without any exception or reservation.

2d. The rights which the vendors have or may have to cypress woods standing in the rear of the said plantation.

3d. All the horses, flocks and animals, as well as all the effects, moveables, instruments, implements for cultivation, utensils, and generally all other articles appertaining to said plantation.

4th. And twenty-two slaves attached to the same, of which the names, ages and sex are as follows, to wit: Narcisse, 41 years; Ma-

ry, 18 years; Hector, 25 years; Cato, 45 years; Clora, 25 years; Francois, 47 years; Ben, 37 years; Tom, 37 years; Sylvan Rouge, 48 years; Celina, 24 years; Sally, 40 years; Maria, 15 years; Louise, 8 years; John, 26 years; Julie, 33 years; Louise, 11 years; Constance, 9 years; Sally Rouge, 22 years; Charles, 30 years; Elizabeth or Betsey, 23 years; Joseph 50 years; and Abner, 40 years.

5th. And four hundred shares in the capital stock of the Bank of Louisiana, of one hundred dollars each, making together the sum of forty thousand dollars, which are secured and guarantied by mortgage on the property and the slaves just described, as appears from the act already referred to of the 21st January, 1833, executed in this office.

The plantation above described, with its dependencies, belongs one half to the said deceased Sieur Edouard Marie Ducros, one fourth to the Sieur Louis Alfred Ducros, and the other fourth to the Sieur Joseph Marcel Ducros, by virtue of an act of partition made between the heirs of the deceased Rodolphe Joseph Ducros and his widow, the 21st of April, 1828, as appears from an act reported by Louis T. Caire, notary, dated the same day.

And the twenty-two slaves above named belong in the same manner, one half to the said deceased Sieur Edouard Marie Ducros, now to his estate, one fourth to the said Sieur Louis Alfred Ducros, and one fourth to the said Sieur Joseph Marcel Ducros, that is to say one portion of said slaves by virtue of the act of partition above cited, and the other portion by virtue of different acquisitions made by the said Edouard Marie Ducros, Joseph Marcel Ducros and Louis Alfred Ducros, as the vendors declare, which is well known to the said Sieur Louis Alfred Ducros, who acknowledges it, and is fully content with said declaration.

The present sale, in conformity with the conditions expressed in terms of adjudication, hereto annexed, of the parish judge for the parish of St. Bernard, will be made for the sum total of $50,642, in satisfaction of which the purchaser will obligate himself to pay at the Union Bank of Louisiana, the sum of $20,000 the 1st of March, 1834, and the balance in instalments of one fourth, in the months of March, in the years 1835, 1836, 1837 and 1838, with other conditions stipulated in the said terms of adjudication and already mentioned in this act; but the Sieur Joseph Marcel Ducros, being owner of one fourth of the above described property, and Mr. Louis Alfred Ducros being in like manner owner of one fourth of it, and both parties at the said public sale having sold their respective fourths of the said property amounting together to the sum of $25,321.

The present sale consequently is made for the sum of $25,321, in satisfaction of which the purchaser will obligate himself to pay at the said Union Bank of Louisiana the sum of $10,000 which is the part and portion due by the said deceased Sieur Edward Marie Ducros, now by his estate, the 1st of March, 1834, for the loan of $20,000 which the said deceased Sieur Edward Marie Ducros, Joseph Marcel

Ducros and Louis Alfred Ducros, received at the said Union Bank on the credit of their shares; and the balance which is $15,321 piasters, is payable, one fourth in the month of March, 18–5; one fourth in the month of March, 1836; one fourth in the month of March, 1837; and one fourth in the month of March, 1838; which makes the sum of $3,830.25 for each of the said four terms, with notes furnished with coupons, endorsed to the satisfaction of the testimentary executor and bearing interest at the rate of five per cent. per annum, from the day of the said adjudication, the 15th of February, 1834, and payable at the counter of the said Union Bank of Louisiana, at New Orleans; which interest amounts to the sum of $199.45 for the year 1835; to the sum of $406.96 for the year 1836; to the sum of $582.47 for the year 1837; and to the sum of $789.96 for the year 1838. In consequence whereof, the said Sieur Louis Alfred Ducros, obligates himself by these presents, to pay to the said Union Bank of Louisiana, the sum of $10,000 in the month of March, 1834; and for the balance of $15,321 remaining, with interest at the rate of five per cent. as has been stated, the said Sieur Louis Alfred Ducros, has here and now produced the eight notes hereafter described, corresponding to the sums and terms of payment above fixed, that is to say, in the first place. A note signed by him the said day of adjudication February 15th, 1834, for the sum of $2,014.65, to the order of Mr. Joseph Marcel Ducros, by whom it is endorsed, and payable in the month of March, 1835, at the counter of the Union Bank of Louisiana, at New Orleans; and a note for the like sum of $2,014.65, signed by Mr. Joseph Marcel Ducros, payable in the month of March, 1835, at the counter of the Union Bank at New Orleans, to the order of the said Sieur Louis Alfred Ducros, by whom it is endorsed, and dated the said day of adjudication February 15th, 1834. Secondly, a note signed by the said Sieur Louis Alfred Ducros, the said 15th day of February, 1834, for the sum of $2,118. 60½ to the order of Sieur Joseph Marcel Ducros, by whom it is endorsed, and payable in the month of March, 1836, at the counter of the Union Bank, at New Orleans, and a note for the like sum of $2,118.60½, signed the said 15th day of February, 1834, by the Sieur Joseph Marcel Ducros, by whom it is endorsed, and payable in the month of March, 1836, at the counter of the Union Bank, at New Orleans. Thirdly, a note by the said Sieur Louis Alfred Ducros, signed the said 15th day of February, 1834, to the order of the Sieur Joseph Marcel Ducros, by whom it is endorsed, for the sum of $2,206.36, and payable in the month of March, 1837, at the domicile of the Union Bank of Louisiana, at New Orleans, and a note for the like sum of $2,206.36, signed the said 15th day of February, 1834, by the Sieur Joseph Marcel Ducros, to the order of Sieur Louis Alfred Ducros, by whom it is endorsed, and payable in the month of March, 1837, at the counter of the Union Bank, at New Orleans. Fourthly, a note by the said Sieur Louis Alfred Ducros, signed the

said 15th day of February, 1834, to the order of the Sieur Joseph Marcel Ducros, by whom it is endorsed, for the sum of $2,310.10½, and payable in the month of March, 1838, at the counter of the Union Bank, at New Orleans, and a note for the like sum of $2,310.10½, signed the said day of adjudication February 15th, 1834, by the Sieur Joseph Marcel Ducros, to the order of the Sieur Louis Alfred Ducros, by whom it is endorsed, and payable in the month of March, 1838, at the counter of the Union Bank, at New Orleans, which eight notes, in order to prove their identity as those exhibited, have been signed and rubricated ne varietur by the undersigned Notary, and amount capital and interest, to the sum of $17,290.44, and which eight notes were then delivered to the Sieur Joseph Marcel Ducros, in his capacity, who acknowledged it, and to the Sieur Etienne Amand Canon, who acknowledged it in the name of the heirs whom he represents, as well as for and in the name of the said Madame Margarite Aminte Ducros, his wife, and in the proportion and manner following, to wit: The Sieur Joseph Marcel Ducros, received the two notes of the first term, payable each in the month of March, 1835, for the sum of $2,014.65 each, and one of the notes of the second term, payable in the month of March, 1836, signed by him the said Joseph Marcel Ducros, to the order of the Sieur Louis Alfred Ducros, for the sum of $2,118.60½, and the Sieur Etienne Amand Canon has received the five remaining notes, as they were accepted by him.

And to secure the faithful payment of the eight above described notes, the moiety now sold of the above described property stands and remains mortgaged in favor of all holders of the notes.

And as one of the conditions expressed in the terms of adjudication, hereto annexed, of the parish judge for the parish of St. Bernard, it is here expressly covenanted and agreed between the parties, that in case the eight notes above described, or any of them, should not be punctually paid when due at the times above stated, they shall bear interest at the rate of ten per centum, which shall be reckoned from the time when they shall be thus due until final payment.

And as also one of the conditions expressed in the terms of adjudication hereto annexed is, that the purchaser shall obligate himself to obtain release of the mortgage which exists in favor of the Union Bank of Louisiana so far as includes sixteen slaves who were not to be and are not comprised in the present act of sale, by furnishing on his part to the said Union Bank additional security for the amount of the aforesaid four hundred shares. And considering that among the sixteen slaves mentioned in the said terms of adjudication, ten belong personally to the said Sieur Joseph Marcel Ducros, and six only to the estate of the said deceased Sieur Edouard Marie Ducros, which six slaves are named: Azor, aged 40 years; Solomon, 24 years; Tom Brooks, 23 years; Mely, 38 years; Peggy, 40 years; and Sabina, 28 years; he, the said Sieur Louis Alfred Ducros obligates himself by these presents to procure release of the mortgage which exists

in favor of the Union Bank of Louisiana in the six slaves already named, to wit: Azor, Solomon, Tom Brooks, Mely, Peggy and Sabina, and which was agreed to by the aforesaid act passed in this office January 21st, 1833, by his, the said Louis Alfred Ducros, furnishing the said Union Bank of Louisiana the additional securities required with as little delay as practicable, which is here accepted.

In consideration of the foregoing, and in faith of the full and entire execution of all and each of the obligations assumed by the purchaser in the present act, and also of payment at maturity of the notes above described,

The appearers, male and female, in their capacities above stated, transfer to the said Sieur Louis Alfred Ducros, who accepts it, all the rights of the property, of warranty, and others which the estate of the said deceased Sieur Edouard Marie Ducros has or may have in the moiety now sold of the plantation and dependencies, the twenty two slaves, the four hundred shares and other property above designated and described.

In order that the Sieur Louis Alfred Ducros, who acknowledges himself in good and valid possession, may enjoy, control and dispose of the same, with the title of absolute proprietor.

According to the certificate of the parish judge, ex-officio registrar of mortgages, dated February 9, 1834, and hereto annexed for reference, it appears that there is no other mortgage on the property above described, and of which the moiety is now sold in the name of Mess. Edouard Marie Ducros, Joseph Marcel Ducros, and Louis Alfred Ducros, than that which they executed jointly and in solido, with their wives, in favor of the Union Bank of Louisiana, as appears from an act already cited, passed in this office the 21st of January, 1833; of which said mortgage, as security for five hundred and twenty shares, the said Sieur Louis Alfred Ducros, declares, by these presents, that he takes the reversion; which said mortgage, the reversion of which is so taken, was agreed to, to wit: by the said deceased Sieur Edouard Marie Ducros for two hundred and sixty-three shares, by the Sieur Joseph Marcel Ducros for one hundred and thirty-one shares, and by the Sieur Louis Alfred Ducros for one hundred and thirty-one shares; from which it results that the reversion is here taken by the Sieur Louis Alfred Ducros to the extent of twenty thousand dollars, the amount of the two hundred shares sold by these presents to the said Sieur Louis Alfred Ducros, upon the credit of which two hundred shares ten thousand dollars have been borrowed, and it is in consequence of this loan that the said Sieur Louis Alfred Ducros has obligated himself as above to pay the said sum to the Union Bank of Louisiana on the 1st of March, 1834.

And considering that, according to the terms of adjudication of the parish judge of the parish of St. Bernard, hereto annexed, there have been sold two hundred shares belonging to the estate of the said deceased Sieur Edouard Marie Ducros, and that, according to the act

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of hypothecation passed in this office on the 21st of January, 1833, it would appear that the deceased Sieur Edouard Marie Ducros was entitled to two hundred and sixty-three shares of stock in the capital of the said Union Bank of Louisiana, nevertheless, the said two hundred and sixty-three shares having been only conditionally granted to the said Sieur Edouard Marie Ducros, were, at the last repartition among all the stockholders of said bank, reduced and forced at the number of two hundred shares only. In consequence of which, and of the said sale at auction, and of what precedes, the said vendors, male and female, in their said capacities, declare, by these presents, that they sell and transfer to the said Sieur Louis Alfred Ducros, and he accepts for himself, his heirs or legal representatives, the said two hundred shares which now exist on the books of the said Union Bank of Louisiana, in the name of the said deceased Sieur Edouard Marie Ducros, together with all the profits, privileges and advantages generally which may result from the said shares.

Recorded, done and passed in office, at New Orleans, this 28th day of February, 1834, in the presence of the Sieurs Gustave and d'Hébécourt and Christoval Morel, both qualified witnesses, and residing in this city, who have signed these presents with the parties and the notary after the instrument had been read.

The minute is signed:

JPH. MARCEL DUCROS,
E. A. CANON,
AMINTE CANON, NÉE DUCROS,
CHRISTOVAL MOREL,
G. D. HÉBÉCOURT,
A. MAZUREAU, *Not. Pub.*

A true copy. New Orleans. March 20th, 1834.
(SEAL.) Signed. A. MAZUREAU, *Not. Pub.*

I certify that the foregoing act was this day registered in book 16 of notarial acts, pages 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38; and in book 6 of mortgages of this parish, pages 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76 and 77. In faith of which I have delivered the present certificate.

In the parish of St. Bernard, March 22d, 1834.
(Signed.) OCTAVE P. ROUSSEAU, *Judge.*

11. Sale of rights to a landed estate by the heirs Beauregard and others to L. A. and J. M. Ducros and others.

STATE OF LOUISIANA,
Parish of St. Bernard.

This day, the 19th day of December 1836 and 61st of the Independence of the U. S. of America.

Before Octave S. Rousseau, parish Judge, ex-officio Notary Public, in and for the parish of St. Bernard, and in presence of the witnesses hereinafter named and undersigned,

Personally appeared: Messrs. Joseph Marcel Ducros, and Louis Alfred Ducros, residing in this parish, on the one part; and Messrs. Jacques Toutant, Louis Toutant, Beauregard, of this parish, and Madame Emilie Beauregard, widow of the deceased John Poultney, of the parish of Orleans, all three sole and only heirs of the late Madame Victoire Ducros, widow Louis Toutant Beauregard, of the other part.

Who have said and declared, that the said Sieurs Joseph Marcel Ducros and Louis Alfred Ducros are owners of a plantation situated in the parish of St. Bernard, about twelve miles from New Orleans, having a front of ten arpents on the river, by a depth extending to Lake Borgue, bounded on its lower side by the property now belonging to Benjamin Poydras, formerly Delassize's, and on its upper side by the property belonging to Mr. Louis Toutant Beauregard.

That Mr. Louis Toutant Beauregard is owner of a plantation of ten arpents in front on the river and extending in depth to Lake Borgue, bounded on its lower side by the plantation above described, and on its upper side by the Philipon, formerly Riviere property, that these two plantations formerly constituted but one, which belonged to the said Madame Victoire Ducros, widow Louis Toutant Beauregard. That the latter sold to the Sieur Rodolph Joseph Ducros the undivided half of all said property which was afterwards divided in kind between them, and formed the two plantations above described, that, by divers subsequent changes, the said Sieurs Joseph Marcel Ducros and Louis Alfred Ducros became proprietors of the plantation first above described, and Mr. Louis Toutant Beauregard became proprietor of the plantation secondly above described; that in some of the acts relative to the titles of the said property some errors crept with respect to the bounds of the said property; and the intention of the parties being to establish them as they should be, and such as they are fixed above, in consequence the said heirs of the said deceased Mad. Victoire Ducros, widow Louis Toutant Beauregard, sell, cede, and transfer without any warranty on their part, to the said Sieurs Joseph Marcel Ducros, and Louis Alfred Ducros, all the rights which the said widow Toutant Beauregard had to the property herein above first described, for the price of one dollar, which they acknowledge to have received, and grant acquittance therefor.

And the said Joseph Marcel Ducros, Louis Alfred Ducros Jacques Toutant, and the said widow John Poultney, sell, cede, and transfer without any warranty on their part, to the said Sieur Louis Toutant Beauregard, all the rights which they may have to the property secondly above described for the price of one dollar, which they acknowledge to have received and grant acquittance therefor.

All the above is accepted by the said appearers. Recorded, done and passed in the parish of St. Bernard, in office the day, month and year above written, in the presence of Messrs. Evariste Marine and Francois Garie, competent witnesses as required domiciled in this

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parish, who have signed with the parties, and the Judge ex-officio Notary, after the instrument had been read.

(Signed) J. TOUTANT, L. T. BEAUREGARD,
V. POULTNEY, JH. MARCEL DUCROS,
LS. A. DUCROS, FRANCOISE GARIE.
E. MARIN, OCT. S. ROUSSEAU, Judge

I certify that the above act is a true and exact copy of the original, left in this office, in my custody as recorder of this parish. In testimony of which I have signed and delivered the present certificate under the seal of my office, in the parish of St. Bernard, this 9th of March, 1349, and 73d year of the Independence of the U. S. of America.

L. A. DUCROS, Recorder.